

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		ASSISTANCE ID NO.			DATE OF AWARD 09/24/2007
			PRG	DOC ID	AMEND#	
			V - 97250707 - 0			MAILING DATE 10/01/2007
			TYPE OF ACTION New			
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center				
RECIPIENT:		PAYEE:				
New Jersey Dept of Environmental Protection 440 East State St., P.O. Box 420 Trenton, NJ 08625-0420 EIN: 21-6000928		New Jersey Dept of Environmental Protection 440 East State St., P.O. Box 420 Trenton, NJ 08625-0420				
PROJECT MANAGER		EPA PROJECT OFFICER			EPA GRANT SPECIALIST	
Edward Putnam 440 East State St., P.O. Box 420 Trenton, NJ 08625-0420 E-Mail: Phone: 609-984-5346		Carole Petersen 290 Broadway, ERRD/NJRT New York, NY 10007-1866 E-Mail: Petersen.Carole@epamail.epa.gov Phone: 212-637-4420			Jennifer Chernowski Grants and Contracts Mgt Branch, OPM/GCMB E-Mail: Chernowski.Jennifer@epamail.epa.gov Phone: 212-637-3421	
<b>PROJECT TITLE AND DESCRIPTION</b> NJDEP Multi-Site SAA FY 08 This agreement funds the participation of the recipient in reviewing, developing, and overseeing the studies and design leading to eventual clean-up of a number of Superfund sites in New Jersey. This includes the oversight of study and design work being done by the Environmental Protection Agency (EPA) or by the parties responsible for the contamination. The oversight includes reviewing information and documents, and attending site-related meetings.						
BUDGET PERIOD 10/01/2007 - 09/30/2008		PROJECT PERIOD 10/01/2007 - 09/30/2008		TOTAL BUDGET PERIOD COST \$750,000.00		TOTAL PROJECT PERIOD COST \$750,000.00
<b>NOTICE OF AWARD</b>  Based on your application dated 06/07/2007, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$750,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$750,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS				ORGANIZATION / ADDRESS		
Grants and Contracts Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866				U.S. EPA, Region 2 Emergency and Remedial Respons Division 290 Broadway New York, NY 10007-1866		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Donna J. Vizian, Assistant Regional Administrator for Policy and Management				DATE 09/24/2007
<b>AFFIRMATION OF AWARD</b>  BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE		TYPED NAME AND TITLE Lisa Jackson, Commissioner				DATE 10/27/2007

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 750,000	\$ 750,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 750,000	\$ 750,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

[illegible]

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$446,836
<b>2. Fringe Benefits</b>	\$155,276
<b>3. Travel</b>	\$20,000
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$0
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$622,112
<b>10. Indirect Costs: % Base</b>	\$127,888
<b>11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)</b>	\$750,000
<b>12. Total Approved Assistance Amount</b>	\$750,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$750,000
<b>15. Total EPA Amount Awarded To Date</b>	\$750,000

## **Administrative Conditions**

### **a. GENERAL CONDITION**

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter 1, Subchapter B. The recipient warrants, represents, and agrees that it, and all its contractors, employees and representatives, will comply with all applicable provisions of 40 CFR Chapter 1, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of 40 CFR Part 35 Subpart O.

### **b. TERMS AND CONDITIONS**

#### **1. ADVANCE METHOD OF PAYMENT**

In accordance with EPA regulations, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds. The recipient shall request Federal payments by completing the EPA Payment Requests Form (EPA Form 190-F-04-001) and faxing it to the Las Vegas Finance Center at 702-798-2423. This form can be found at [www.epa.gov/ogd/forms/forms.htm](http://www.epa.gov/ogd/forms/forms.htm).

#### **2. DRUG FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html)

#### **3. FINANCIAL STATUS REPORTS/GRANT CLOSEOUT**

##### **A) Interim Financial Status Reports (FSR)**

An Interim Financial Status Report (FSR-SF269) is to be submitted to the EPA Grants and Contracts Management Branch 90 days after the anniversary of the project period start date. Interim FSRs should be submitted to:

Roch Baamonde, Chief  
Grants and Contracts Management Branch  
USEPA Region 2  
290 Broadway, 27th Floor  
New York, NY 10007

## B) Final Financial Status Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Assistance agreement recipients must also send Federal Cash Transaction Reports (SF-272) every six months to the LVFC. Please note that these reports are required by EPA grant regulations (see 40 Code of Federal Regulations §31.41(c)). Completed SF269s and SF272s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report.

## C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FSR. At that time, the recipient must submit the following forms/reports to the EPA Region 2 Grants and Contracts Management Branch, if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

## 4. **HOTEL-MOTEL FIRE SAFETY**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

## 5. **INDIRECT COSTS**

If the recipient's negotiated rate does not extend through the life of the Assistance Agreement, additional indirect cost rate proposal(s) must be submitted until the full life of the Assistance Agreement is covered by negotiated indirect cost rates. The recipient **will not charge nor claim for reimbursement any indirect costs that are not covered by a negotiated indirect cost rate**. The recipient must submit a copy(ies) of the Indirect Cost Negotiation Agreement(s) to the EPA Regional Office in order to be eligible to claim indirect costs against this Assistance Agreement.

## 6. **LOBBYING AND LITIGATION CERTIFICATE**

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, **the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate* , within 90 days after the end of project period.**

The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the

use of federal grant funds for litigation against the United States.

## **7. RESTRICTIONS ON LOBBYING**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* . The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

## **8. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## **9. DISADVANTAGED BUSINESS ENTERPRISE FAIR SHARE REQUIREMENTS**

In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, the recipient agrees to:

a) the applicable FY-2007 "fair share" goals negotiated with EPA by the State which break down as follows:

- for New Jersey MBE: Construction, Equipment, Supplies and Services are 7%
- for New Jersey WBE: Construction, Equipment, Supplies and Services are 3%

b) ensure to the fullest extent possible that the applicable fair share goals as referenced in paragraph (a) are applied to Federal funds for prime contracts or subcontracts for Construction, Equipment, Supplies and Services. The recipient agrees to include in its bid documents the applicable FY 2007 "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontractors the applicable FY 2007 "fair share" percentages and to comply with paragraphs (c) (d) and (e).

c) follow the six affirmative steps stated in 40 CFR 30.44(b), 40 CFR 31.36(e), 35.3145(d), 35.6580, or the Drinking Water State Revolving Fund (SRF) Program Guidelines, as appropriate.

d) submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements" to the Grants Management Specialist (GMS), beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to the GMS within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30 and October 30) except for assistance awards for Continuing Environmental Programs which must be submitted to the GMS by October 30 of each year.

e) To notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective, in the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBE.

#### 10. **EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE (PART 31)**

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA, Region 2, Grants and Contracts Management Branch prior to the budget/project period expiration dates. An interim FSR must be submitted along with the request which covers all expenditures and obligations to date.

#### 11. **RECYCLING AND WASTE PREVENTION**

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

##### STATE AGENCIES AND POLITICAL SUBDIVISIONS:

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

#### 12. **SUBAWARD POLICY**

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved

work plan in accordance with **40 CFR Parts 30.25 and 31.30, as applicable.**

- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

### 13. **FINANCIAL REQUIREMENTS**

Under the Automated Standard Application for Payments (ASAP), the recipient initiates an electronic or voice-activated telephone payment request which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application.

The recipient agrees to the following conditions in accepting this assistance agreement:

- (a) Cash draw down will be made only as actually needed for its disbursement;
- (b) The recipient will provide timely reporting of cash disbursements and balances as required;
- (c) The recipient will impose the same standards of timing and reporting on secondary recipients, if any;
- (d) When a drawdown occurs, the recipient will draw funds from the appropriate Cooperative Agreement and EPA account for the appropriate activity and operable unit (as applicable), as indicated by the EPA "Site/Project I.D." account number shown in Condition 15.
- (e) When funds for a specific activity/operable unit (as applicable) have been exhausted but the work under the activity/operable unit has not been completed, the recipient will not draw down from another activity/operable unit account without written permission from EPA;
- (f) Funds remaining in an account after completing an activity/operable unit (as applicable) shall be returned to EPA or, with written permission from EPA, may be applied to another activity/operable unit;
- (g) When an activity/operable unit (as applicable) is completed, the recipient will submit a Financial Status Report (SF-269) within 90 days to the EPA Grants Officer; and
- (h) The recipient will also submit the SF-269 within 90 days after the close of each budget period. If the budget period is longer than one year the report will be submitted annually, based on the anniversary date of the award.
- (i) Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Assistance agreement



recipients must also send Federal Cash Transaction Reports (SF-272) every six months to the LVFC. Please note that these reports are required by EPA grant regulations (see 40 Code of Federal Regulations §31.41). Completed SF269s and SF272s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report.

EPA may extend the due date for submission of a final FSR upon a written request from the recipient. The recipient is required to submit an “interim” FSR to the EPA Region 2 Grants and Contracts Management Branch, along with this request.

Failure on the part of the recipient to comply with the above conditions may cause the undisbursed portions of the Cooperative Agreement to be revoked and financing method changed to a reimbursable basis.

#### **14. SUSPENSION AND DEBARMENT**

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

#### **15. REQUIREMENTS FOR ACCOUNTING FOR COSTS AND REQUESTING PAYMENT**

Funds under this Cooperative Agreement have been awarded in a lump sum, using a non-site-specific account identifier (e.g., Site/Project identifies "02WQMA00"). However, drawdowns may not be made using this identifier; for drawdown purposes, the following site-, activity-, and/or operable unit-specific identifiers must be used, corresponding to the sites, activities and/or operable units for which costs were incurred:

<b>SITE/OU</b>	<b>ACTIVITY</b>	<b>SITE/PROJ I.D.</b>
AO Polymer	RA/LTRA	02L3MA00
Bog Creek	RD	0253MA00
Bog Creek	RA/LTRA	0253MA00
Chemical Insecticide (gw)	RD	0294MA00
Chemical Leaman OU2 (Soil)	RI/FS	02B4MA00
Chemical Leaman OU2 (Soil)	RD	02B4MA00
Chemsol	RI/FS	02C3MA00
Chemsol	RD	02C3MA00
Ciba Geigy	RA	0287MA00
Cinnaminson (OU2)	RI/FS	02F7MA00
Cinnaminson (OU1)	RA	02F7MA00
Cornell Dublier (residences)	RA	02GZMA00
Cornell Dublier (residences)	RD	02GZMA00
Cornell Dublier (facility)	RA	02GZMA00
Cornell Dublier (facility)	RD	02GZMA00
Crown Vantage	RI/FS	02UFMA00
CPS Madison	RI/FS	0283MA00
D'Imperio	RA/LTRA	0221MA00
Diamond Alkalai / Passaic River	RI/FS	0296MA00
Diamond Alkalai / Newark Bay	RI/FS	0296MA00
Diamond Head Oil	RI/FS	02KKMA00
Dismal Swamp (aka Woodbrook Rd)	RI/FS	02NXMA00
Dover Municipal Well Source (OU2)	RD	02W1MA00
Dover Municipal Well Source (OU2)	RA	02W1MA00
Emmell's Septic LF	RI/FS	02JWMA00
Emmell's Septic LF (OU1)	RD	02JWMA00
Emmell's Septic LF (OU1)	RA	02JWMA00
Fairlawn	RI/FS	0258MA00
Federal Creosote	RA	02JJMA00
Fried Industries (GW)	RD	02D1MA00
Garden State Cleaners	RA/LTRA	023RMA00
Higgins Farm	RA/LTRA	02W9MA00
Higgins Disposal	RA/LTRA	023CMA00
Horseshoe Road	RI/FS	02BTMA00
Horseshoe Road Soils and GW and sediments	RD	02BTMA00
Horseshoe Road Soils	RA	02BTMA00
Kauffman & Minter	RD	021RMA00
King of Prussia	RA/LTRA	0215MA00
LCP Chemicals	RI/FS	02HUMA00
Lightman Drum	RI/FS	02MSMA00
Lightman Drum	RD	02MSMA00
Martin Aaron	RD	02MNMA00
Matteo	RI/FS	02KDMA00
Metaltec	RA	0241MA00
Monitor Devices	RD	02N4MA00
Montgomery Township	RA/LTRA	0290MA00
Myers Property	RA/LTRA	02C9MA00
NL Industries	RD	02UMMA00
Nascolite (GW)	RA/LTRA	02C6MA00
Pohatcong Valley (OU1)	RD	023JMA00
Pohatcong Valley (OU2)	RI/FS	023JMA00
Puchak (OU1)	RD	02JLMA00
Puchak (OU2)	RI/FS	02JLMA00
Quanta Resources (OU1, OU2)	RI/FS	025XMA00
Quanta Resources (OU1)	RD	025XMA00
Radiation Technology	RI/FS	02X5MA00
Radiation Technology	RD	02X5MA00
Radiation Technology	RA	02X5MA00
Reich Farms	RA	0249MA00
Ringwood Mines	RI/FS	0262MA00

Quanta Resources (OU1)	RD	025XMA00
Radiation Technology	RI/FS	02X5MA00
Radiation Technology	RD	02X5MA00
Radiation Technology	RA	02X5MA00
Reich Farms	RA	0249MA00
Ringwood Mines	RI/FS	0262MA00
Rockaway Borough GW PRP lead	RA	0281MA00
Rockaway Borough GW Fund lead	RA	0281MA00
Rockaway Borough Soil	RD	0281MA00
Rockaway Borough (soil-K&K)	RI/FS	0281MA00
Rockaway Borough (soil-K&K)	RD	0281MA00
Rockaway Borough (soil-Lusardi)	RD	0281MA00
Rocky Hill	RA/LTRA	0264MA00
Roebbling Steel OU3 (Slag Area)	RD	0291MA00
Roebbling Steel OU3 (Slag Area)	RA	0291MA00
Roebbling Steel OU5 (GW-soils)	RD	0291MA00
Roebbling Steel OU4	RA	0291MA00
Rolling Knolls LF	RI/FS	02QLMA00
Route 561 Dump	RI/FS	02FSMA00

## 16. SINGLE AUDITS

A recipient who expends more than \$500,000 annually in Federal funds is required to have an independent audit performed in accordance with the Office of Management and Budget (OMB) Circular A-133. The cost of such an audit is an allowable charge to your Federal grant awards on a prorated basis. If you have already met this requirement, please submit 2 copies of the latest independent audit report to the EPA, Grants and Contracts Management Branch within 30 days of the date of this award. If the required audit has not been performed, submit milestone dates for compliance with OMB Circular A-133 within 30 days of the date of this award to the EPA, Grants and Contracts Management Branch.

## **Programmatic Conditions**

### 1. AUTHORITY

The recipient acknowledges that this Cooperative Agreement has been entered into pursuant to the following authorities and the recipient agrees to comply with the applicable requirements contained in such authorities:

- (a) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").
- (b) 31 U.S.C. Section 6301 et seq.
- (c) 40 CFR Chapter I, Subchapter B including, without limitation, 40 C.F.R. Part 35 Subpart O.
- (d) 40 CFR Chapter I, Subchapter J including, without limitation, 40 C.F.R. Part 300, Subpart F.

### 2. PROMPT PAYMENT ACT PROVISIONS

In accordance with the Prompt Payment Act, 31 U.S.C. Section 3901 et seq., funds will not be used by the recipient for the payment of interest penalties to contractors when bills are paid late,

nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

3. **PURPOSE - SUPPORT AGENCY ASSISTANCE ACTIVITIES**

The recipient has agreed to conduct the support agency assistance activities covered by this Agreement during the federal-lead response action initiated at the Site. The recipient understands that EPA funding for support agency assistance does not change the contractual relationship between EPA (or, if applicable, any private party conducting the response action subject to EPA oversight) and the response contractor. The recipient may not direct work of EPA (or, if applicable, any private party conducting the response action subject to EPA oversight) and/or its response contractors and subcontractors.

EPA execution of this Cooperative Agreement is not intended to, nor does it, constitute any agreement or commitment by EPA, either express or implied, to provide any additional federal funds for any future activities relating to the Site.

4. **PARTIES' REPRESENTATIVES**

- (a) EPA has designated Carole Petersen, Emergency and Remedial Response Division, United States Environmental Protection Agency, Region 2, 290 Broadway, New York, New York, 10007-1866, (212) 637-4420 to serve as EPA Project Officer for this Cooperative Agreement.
- (b) The recipient has designated Mr. Edward Putnam, Assistant Director, Division of Remediation Management and Response, New Jersey Department of Environmental Protection, 440 East State Street, P.O. box 420, Trenton, New Jersey 08625-0420, 609-984-2990, to serve as the state Project Officer for the Cooperative Agreement.

5. **SITE ACCESS**

- (a) EPA will attempt to obtain Site access (or, if applicable, to require access to be secured by any private party performing the response action subject to EPA oversight). Notwithstanding the foregoing, the recipient is responsible for obtaining Site access for EPA, its representatives, and its contractors, as well as any interests in land necessary to complete the response actions for which support agency assistance is provided hereunder.
- (b) With advance notice to the EPA Project Officer, and in compliance with a Site safety plan, employees or other representatives of the recipient shall have access to the Site to review work in progress or to perform activities in connection with enforcement or cost recovery actions related to the Site.
- (c) EPA shall have no liability for any harm to any person whether or not caused by acts or omissions of any representatives of EPA during the course of any access to the Site by the recipient or anyone deriving or claiming right of access through the recipient and the recipient agrees to inform all such persons of this provision.

6. **INFORMATION REGARDING THE SITES**

- (a) At EPA's request and to the extent allowed by state law, the recipient shall make available to EPA any information in its possession concerning the Sites. At the request of EPA, representatives of the recipient will meet with EPA to discuss the progress of the projects and exchange Site information.

- (b) Unless otherwise required by applicable state or federal law, any information which may potentially affect present or planned enforcement actions or investigations shall not be released to the public by the recipient unless approved by both EPA's Region II Office of Regional Counsel and New York State Department of Law. The recipient shall notify EPA of all such information publicly released by it.
- (c) The recipient shall advise EPA of all enforcement actions taken or to be initiated by it regarding the Site.

7. **THIRD PARTIES**

- (a) This Cooperative Agreement is intended to benefit only the recipient and EPA. It extends no benefit or right to any third party not a signatory to this Cooperative Agreement.
- (b) Nothing contained in this Cooperative Agreement shall create or be interpreted or construed to result in:
  - (i) any liability to the recipient or to the United States for loss resulting from bodily injury or property damage to any third party for acts or omissions in connection with the Site or this Cooperative Agreement;
  - (ii) the waiver of any of rights or immunities provided by law to the recipient or EPA;
  - (iii) any obligation or responsibility by the recipient or EPA to any third party by way of contract or otherwise;
  - (iv) the waiver of any right of EPA to recover any costs pursuant to CERCLA or otherwise to enforce the provisions of CERCLA or any other law against any third party;
  - (v) the waiver of any right of the recipient to enforce any applicable law against any third party.

8. **DISCLAIMER OF AGENCY RELATIONSHIP**

Nothing contained in this Cooperative Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the recipient and EPA.

9. **AMENDMENTS**

Any change in this Cooperative Agreement must be agreed to by both parties in writing.

10. **METHOD OF PAYMENT**

The method of payment for this Cooperative Agreement is "Advance." However, advances must meet the requirements of 40 CFR §35.6280, "Payments."

11. **EPA's INVOLVEMENT IN COOPERATIVE AGREEMENT NO. V97250707**

EPA will be substantially involved with the recipient during the performance of the project. Substantial involvement includes joint site-related meetings, operational involvement, participation, and collaboration between EPA and the recipient on the project's overall direction.

## 12. **PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

### **Performance Reports**

The recipient shall submit, to the EPA Project Officer, annual performance reports (preferably electronic copies), due 30 days after the end of each federal fiscal year (October 30). Submission of annual reports is a requirement of the regulations governing this cooperative agreement (i.e., 40 CFR §35.6650), and must contain, at a minimum, the information described in that section as well as include a brief information on each of the following areas:

- 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
- 2) reasons why anticipated outputs/outcomes were not met;
- 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In accordance with 40 CFR §31.40(d), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

### **Final Performance Report**

The recipient agrees to submit two copies of the Final Performance Report to the EPA Project Officer. The Final Project Report is due within 90 days after the end of the budget/project period. The report will include any agreed-upon work-product(s) resulting from the project and the following:

- 1) an abstract or overview of the project including completed workplan activities;
- 2) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
- 3) reasons why anticipated outputs/outcomes were not met;
- 4) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- 5) the methods to be used to effectively disseminate project information and/or continue the benefits of this project (although the project itself may not be continuing);
- 6) materials generated in connection with project activities (e.g., workshop announcements, newspaper/newsletter announcements, articles or releases, press packets, pamphlets, etc.).